

## E-SPORTS LEAGUE MINOR ATTENDANCE PERMISSION FORM

Minor Name: \_\_\_\_\_; Minor Date of

Birth: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_

Event: \_\_\_\_\_; Date \_\_\_\_\_ If a

person is under 18 years of age, or under 19 years of age in Alabama or Nebraska, such person is considered a minor in such person's jurisdiction. Any person who is considered a minor in such person's jurisdiction must have this consent form (hereinafter, the "Release") signed by a parent or legal guardian of the minor before the Event. TERMS AND CONDITIONS OF ATTENDANCE– READ CAREFULLY BEFORE SIGNING The parent or legal guardian named above and signing below ("Guardian") legally agrees to the following terms and conditions related to the Guardian's request to allow minor named above ("Minor") to attend the above live event, and related activities (e.g. parties, meals, practices, registration, etc.) (collectively, the "Event"). 1. Guardian gives Guardian's permission to allow Minor, who must be a minimum of twelve (12) years of age to attend the Event without Guardian in attendance, without restriction or limitation, including but not limited to watching video games with an ESRB rating of "M". Any Minor under the age of twelve (12) must be accompanied by Guardian AT ALL TIMES during the Event. Minors under the age of ten (10) ARE NOT PERMITTED to attend the Event. Guardian accepts full responsibility and assumes the risk and liability for any and all damages and injuries that Minor might suffer or sustain as a result of their attendance at the Event or any areas surrounding the Event. Guardian and Minor hereby release **St. Philips School and Community Center, LLC** and their parents, affiliates, subsidiaries, suppliers, related companies, advertising and promotion agencies or partners, sponsors, team entites, owners or lessors of the Event site, and any of their respective officers, directors, employees, representatives, agents and contractors (collectively, the "League") from: (a) any and all liability relating to, or that may arise from, Minor's attendance at the Event or Guardian's decision to allow Minor to attend the Event; and (b) from all liability and obligation to Minor arising out of or in connection with the exercise of the rights granted herein including, without limitation, from any liability for violation of rights of privacy, publicity, defamation, emotional distress or any similar right. 2. Guardian understands that the Event will feature live video game competitions and gameplay featuring one or more video games which are rated "M" or "Mature" by the Entertainment Software Ratings Board ("ESRB"), and that this rating indicates that the ESRB, a recognized industry adopted ratings agency, has deemed content of the video games generally suitable for ages 17 and up, as they may contain intense violence, blood and gore, sexual content and/or strong language. 3. Guardian understands that the Event is produced for a general audience. 3. Guardian hereby agrees on

behalf of Minor that any legal terms and conditions, limitations, waivers, releases, or similar Event legal requirements (whether posted at the Event, printed on tickets, presented during the ticket purchase process, or otherwise legally binding on Event attendees) shall be applicable to the Minor, and Minor and Guardian shall be legally responsible for any violation of any such terms and conditions. 4. In connection with Minor's appearance at the Event, Minor and Guardian, on behalf of Minor, hereby irrevocably grants to the League and the other Event sponsors and their respective licensees, designees and assigns (individually and collectively "Producer"), on a gratis basis, the right to film, photograph, videotape and otherwise record Minor and to use, reproduce, exhibit, publish, broadcast, distribute and otherwise exploit Minor's name, nickname, pseudonym, persona, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video tape) in and in connection with the exploitation and exhibition of the Event, the Recording (as hereinafter defined), any derivative works or portions thereof, any League products or services, and the advertising, publicity and promotion of the Event and/or Producer (including any advertising and/or promotional materials), in perpetuity throughout the universe, through any and all means, manners or methods now known or hereafter devised and in any and all media now known or hereafter devised, including, without limitation, any and all means of television, video, radio, print, websites, social media promotions, publicity and/or Internet transmission and delivery and the right to edit, modify, adapt, make derivative works from any recordings derived from the Event, as Producer elects. Minor and Guardian, on behalf of Minor, hereby acknowledge and agree that Minor shall not be entitled to any payment or compensation in connection with, or related to Minor's appearance or Producer's use of Minor's name, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's likeness as set forth above. Minor and Guardian, on behalf of Minor, hereby acknowledge and agree that all recordings derived from the Event (the "Recording"), are the sole and exclusive property of the League, and the League shall own all results and proceeds derived therefrom and all rights therein and thereto, including, without limitation the copyright therein and thereto, and shall have the exclusive right to copyright, publish, exhibit, edit, modify, use or exploit the Recording, outtakes and all derivatives thereof, or any part thereof, in any and all means, manners or methods now known or hereafter devised and in any and all media now known or hereafter devised, in perpetuity, throughout the universe. 5. League and Producer have consent from Minor, and Guardian on behalf of Minor, to incorporation any photographs, audio-only or audiovisual recordings in which Minor appears (including, without limitation, news, television, video and/or motion picture footage) in the Event and/or advertisements for use as outlined

in Section 5 above as well as for historical documentation and/or archival purposes, including without limitation, on the League's or Producer's website or social media pages (e.g. showing Minor's appearance in the Event); and Minor, and Guardian on behalf of Minor, hereby waive any right to any additional compensation therefor, including but not limited to, any excerpt and/or reuse fees and/or residual payments. 6. Minor, and Guardian on behalf of Minor, understand that the League and/or Producer are not obligated to actually exploit any of the rights granted in this Release. Minor and Guardian, on behalf of Minor acknowledge and agree that the League and Producer will incur considerable expense in reliance on this Release, so neither Minor nor Guardian on behalf of Minor, will have the right to revoke it. 7. Minor, and Guardian on behalf of Minor, understand that all of the foregoing is a material inducement for the League and Producer to proceed with the Event, and the League and Producer may rely on this Release in proceeding with the Event. Guardian represents and warrants that he/she has the right to enter into this Release, has a legal right to sign this Release on behalf of Minor as the Minor's parent or legal guardian, and has provided accurate and complete information where prompted. Minor and Guardian, on behalf of Minor, hereby indemnify the League from and against all claims, actions, losses, damages, judgments and liabilities related to: (i) Minor's attendance at the Event, (ii) use of Minor's name, biographical material, voice, likeness, picture, image, silhouette and other reproductions of Minor's likeness or Minor's depiction in Event in the Recording, photography, film, or other materials, (iii) Guardian's lack of legal authority to sign this Release on behalf of Minor; (iv) any act or omission by Guardian or Minor at, or related to, the Event; or (v) any breach or alleged breach of this Release. In no event shall Minor or Parent have, and Minor and Parent hereby irrevocably waive, any right to sue the League and/or Producer or to seek or obtain injunctive or other equitable relief in connection with the Event, or the production, distribution, exhibition or other exploitation of the Event, or the advertising, promoting or publicizing of the Event. 8. The League shall have the unrestricted right to assign this Release and/or any of its rights and/or obligations hereunder, in whole or in part, to any person or entity. This Release contains the entire understanding of the parties hereto relating to the subject matter hereof, all prior and/or contemporaneous negotiations and understandings being merged herein. No amendment to or modification, waiver, termination or discharge of this Release or any provision thereof shall be binding upon the parties hereto unless confirmed by a written instrument signed by an authorized signatory of each party. This Release has been entered into in the State of Texas, and the validity, interpretation and legal effect of this Release shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas applicable to contracts entered into and performed entirely within the State of Texas, without regard to

the conflicts of law principles thereof. All claims, disputes and/or disagreements which may arise out of the interpretation, performance or breach of this Release shall be submitted exclusively to the state courts of the State of Texas Notwithstanding the foregoing, with respect to any claim by any third party in a forum concerning any matter which is the subject of any representation or warranty hereunder, the parties hereto consent to the personal jurisdiction and venue of such forum for purposes of enforcement of the indemnities provided for herein. The parties hereto irrevocably consent to the in personam jurisdiction and venue of the state and federal courts of the State of Texas, for any and all such actions or proceedings, and waive any right to seek to transfer or dismiss any said action or proceeding on any grounds, including, but not limited to, the ground of lack of personal jurisdiction, improper venue or inconvenient forum. GUARDIAN UNDERSTANDS AND AGREES THAT SIGNING THIS RELEASE GIVES UP SUBSTANTIAL RIGHTS FOR GUARDIAN AND MINOR, AND MAKES GUARDIAN PERSONALLY RESPONSIBLE FOR THE FOREGOING AND MAY SUBJECT GUARDIAN TO LEGAL AND FINANCIAL CLAIMS AND LIABILITY. I have read this entire Release and fully understand its contents. I, on behalf of Minor, am signing it voluntarily, without any duress or undue influence. Parent/Legal Guardian

Signature: \_\_\_\_\_ Please Print

Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Email

Address: \_\_\_\_\_ Dated: \_\_\_\_\_ I

have read this entire Release Form and fully understand its contents. I am signing it voluntarily, without any duress or undue influence. Minor Signature: \_\_\_\_\_ Please

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Email

Address: \_\_\_\_\_ Dated: \_\_\_\_\_